

A. G. Contract No. KR95 1045TRN  
ADOT ECS File: JPA 95-85  
Project: STP-KNG-0(1)P/SL379 03D  
Section: Kingman Powerhouse

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 18 AUGUST, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE  
CITY OF KINGMAN, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. Congress has authorized appropriations for, but not  
limited to, the design of streets and primary, feeder and  
farm-to-market roads; the replacement of bridges; the  
elimination of roadside obstacles; and transportation  
enhancements.

4. Such project within the boundary of the City has been  
selected by the City and has been submitted to the Federal  
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in  
the acquisition of federal funds for the use and benefit of the  
City by reason of federal law and regulations under which funds  
for the project are authorized to be expended.

NO. <u>20014</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/18/95</u>
<u>James A. Lee</u> Secretary of State
By <u>Dicky V. Groenewold</u>

6. The work embraced by this agreement and the estimated project costs are as follows: Preliminary Engineering.

Estimated Design Cost	\$ 20,000.00
Federal Aid Funds @ 80%	\$ 16,000.00
Kingman City Funds @ 20%	\$ 4,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to furnish and provide City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the City with federal funds for design work addressed under this agreement at 80% of the project cost.

4. The City will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The City may request the State, as authorized agent for the City, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing and transportation enhancement projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

2f

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Kingman  
City Manager  
310 N. 4th Street  
Kingman, AZ 86401

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF KINGMAN**

**STATE OF ARIZONA**

Department of Transportation

By *Carol S. Anderson*  
CAROL S. ANDERSON  
Mayor

By *Peter L. Eno*  
PETER L. ENO  
Contract Administrator

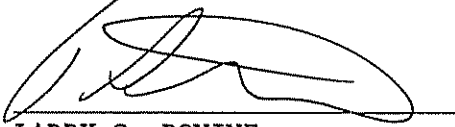
ATTEST

By *Charlene Ware*  
CHARLENE WARE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of May 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the design of historic preservation improvements to the Kingman Powerhouse as a transportation enhancement project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

CITY OF KINGMAN, ARIZONA

RESOLUTION NO. 2063

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR FUNDING FOR ARCHITECTURAL SERVICES FOR THE POWERHOUSE; AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT DOCUMENTS  
A.G.CONTRACT NO.KR95 1045TRN; ADOT ECS FILE:JPA 95-85  
PROJECT: STP-KNG-0(1)P/SL279 03D

WHEREAS, The Powerhouse Corporation, under the sponsorship of the City of Kingman, has applied for and received a grant offer through the Arizona Department of Transportation, for an Intermodal Surface Transportation Efficiency Act Transportation Enhancement Funds [ISTEA] grant to be used for reconstruction of the Powerhouse; and

WHEREAS, the funding for this grant comes through the Arizona Department of Transportation to the City of Kingman by agreement for each segment of the project; and

WHEREAS, The Powerhouse Corporation is now ready to proceed with architectural design, with funding in the amount of Sixteen Thousand Dollars (\$16,000.00) coming from the grant toward the design of this reconstruction; and

WHEREAS, the local match for this portion of the grant, in the amount of Four Thousand Dollars (\$4000.00) has been provided by the Powerhouse Corporation.


NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Kingman, Arizona, does hereby authorize entering into this agreement with the Arizona Department of Transportation for the amount of Sixteen Thousand Dollars (\$16,000) to be used for architectural design at the Powerhouse; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the agreement documents.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on July 3, 1995.

APPROVED:

ATTEST:

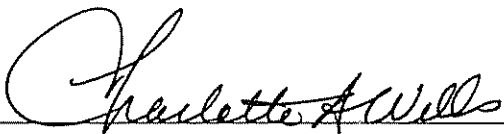
  
Charlene Ware, City Clerk

  
Carol S. Anderson, Mayor

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 6<sup>th</sup> day of July, 1995.

  
\_\_\_\_\_

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1045-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of August, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath".

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8918G/50